

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A	PAGE 1 OF 26 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03 APR 23	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1327
6. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 7		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓) X	9A. AMENDMENT OF SOLICITATION NO. DACW05-03-B-0003
			9B. DATED (SEE ITEM 11) 31 MAR 2003
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

IDIQ MAINTENANCE DREDGING
SACRAMENTO AND STOCKTON DEEP WATER SHIP CHANNELS, SAN JOAQUIN AND YOLO COUNTIES, CALIFORNIA

1 ENCL

1) REVISIONS: SF 1442 (2 PAGES), PRICING SCHEDULE (3 PAGES), 00100 (1 PAGE), 00600 4 PAGES), 00700 (14 PAGES) AND 00800 (5 PAGES).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW05-03-B-0003	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Mar-2003	PAGE OF PAGES 1 OF 259
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE DACW05 DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO CA 95814-2922 TEL: FAX: (916) 557-7854		8. ADDRESS OFFER TO (If Other Than Item 7) CODE <div style="text-align: center; padding: 10px;"> See Item 7 </div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME JAMES GARROR		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 916-557-5229	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): IDIQ MAINTENANCE DREDGING SACRAMENTO AND STOCKTON DWSC, CALIFORNIA SPECIFICATION NO. 1327 DESCRIPTION: THIS IS AN IDIQ, INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT. WORK INCLUDES MOBILIZATION, DREDGING, OPERATION AND MAINTENANCE OF UPLAND DREDGE DISPOSAL AREA(S) AND WATER QUALITY MONITORING ALONG THE STOCKTON AND SACRAMENTO DEEP WATER SHIP CHANNELS. YEARLY VALUE BASE YEAR - MINIMUM GUARANTEED AMOUNT - \$80,000 - NTE \$4,000,000 YEARLY VALUE OPTION YEAR 1 - MINIMUM GUARANTEED AMOUNT - \$40,000 - NTE \$4,000,000 YEARLY VALUE OPTION YEAR 2 - MINIMUM GUARANTEED AMOUNT - \$40,000 - NTE \$4,000,000				
11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.0211-4582)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 5	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by 13:00:00 (hour) local time 30 APR 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

0002AJ	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
<u>Classified dredge material (sand) with a depth of cut greater than 2.0 ft</u>				
0002AK	pumping less than 5,000'	1*	CY	\$_____
0002AL	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
0002AM	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
0003	Disposal Sites			
0003AA	Prep of Class I Disposal Sites	1*	Ea	\$_____
0003AB	Prep of Class II Disposal Sites	1*	Ea	\$_____
0003AC	Disposal site return water pumping (for sites that require return water pumping)	1*	hour	\$_____
0004	Demobilization	1	LS	\$_____

SUBTOTAL BID EVALUATION PRICE (##) \$_____

NOTE—Material classification is based upon the shoaled area's geographic location

* THE ACTUAL DREDGE QUANTITY CAN VARY BETWEEN 0 AND 600,000 CY FOR THE DREDGING YEAR. THE ACTUAL INCREMENTAL MOBILIZATION BETWEEN DISPOSAL SITES CAN VARY BETWEEN 500 FEET AND 50 MILES. THE NUMBER OF DISPOSAL SITES REQUIRING PREPARATION CAN VARY BETWEEN 1 AND 10 SITES.

SUBTOTAL BID EVALUATION PRICE. THE BIDDER WILL COMBINE THE ABOVE UNIT PRICES IN ACCORDANCE WITH THE FOLLOWING FORMULA (SEE SECTION 00100) FOR THE PURPOSES OF EVALUATING THE LOW BID:

Total Bid Evaluation Price = [(Line item 0001AA x 0.000023) + (line item 0001AB x 0.0114) + (the sum of line items 0002AA thru 0002AM) + (line item 0003AA x 0.000046) + (line item 0003AB x 0.000046) + line item 0003AC x 0.0027) + (line item 0004 x 0.000023)]

1002AJ	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
<u>Classified dredge material (sand) with a depth of cut greater than 2.0 ft</u>				
1002AK	pumping less than 5,000'	1*	CY	\$_____
1002AL	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
1002AM	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
1003	Disposal Sites			
1003AA	Prep of Class I Disposal Sites	1*	Ea	\$_____
1003AB	Prep of Class II Disposal Sites	1*	Ea	\$_____
1003AC	Disposal site return water pumping (for sites that require return water pumping)	1*	hour	\$_____
1004	Demobilization	1	LS	\$_____

SUBTOTAL BID EVALUATION PRICE (##) \$_____

(OPTION YEAR 1)

NOTE—Material classification is based upon the shoaled area's geographic location

* THE ACTUAL DREDGE QUANTITY CAN VARY BETWEEN 0 AND 600,000 CY FOR THE DREDGING YEAR. THE ACTUAL INCREMENTAL MOBILIZATION BETWEEN DISPOSAL SITES CAN VARY BETWEEN 500 FEET AND 50 MILES. THE NUMBER OF DISPOSAL SITES REQUIRING PREPARATION CAN VARY BETWEEN 1 AND 10 SITES.

SUBTOTAL BID EVALUATION PRICE. THE BIDDER WILL COMBINE THE ABOVE UNIT PRICES IN ACCORDANCE WITH THE FOLLOWING FORMULA (SEE SECTION 00100) FOR THE PURPOSES OF EVALUATING THE LOW BID:

Total Bid Evaluation Price = [(Line item 1001AA x 0.000023) + (line item 1001AB x 0.0114) + (the sum of line items 1002AA thru 1002AM) + (line item 1003AA x 0.000046) + (line item 1003AB x 0.000046) + line item 1003AC x 0.0027) + (line item 1004 x 0.000023)]

2002AJ	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
<u>Classified dredge material (sand) with a depth of cut greater than 2.0 ft</u>				
2002AK	pumping less than 5,000'	1*	CY	\$_____
2002AL	pumping between 5,000' and less than 10,000'	1*	CY	\$_____
2002AM	pumping between 10,000' and less than 15,000'	1*	CY	\$_____
2003	Disposal Sites			
2003AA	Prep of Class I Disposal Sites	1*	Ea	\$_____
2003AB	Prep of Class II Disposal Sites	1*	Ea	\$_____
2003AC	Disposal site return water pumping (for sites that require return water pumping)	1*	hour	\$_____
2004	Demobilization	1	LS	\$_____

SUBTOTAL BID EVALUATION PRICE (##) \$_____

(OPTION YEAR 2)

TOTAL BID EVALUATION PRICE (##) \$_____

(BASE YEAR PLUS OPTION YEARS 1 AND 2)

NOTE—Material classification is based upon the shoaled area's geographic location

* THE ACTUAL DREDGE QUANTITY CAN VARY BETWEEN 0 AND 600,000 CY FOR THE DREDGING YEAR. THE ACTUAL INCREMENTAL MOBILIZATION BETWEEN DISPOSAL SITES CAN VARY BETWEEN 500 FEET AND 50 MILES. THE NUMBER OF DISPOSAL SITES REQUIRING PREPARATION CAN VARY BETWEEN 1 AND 10 SITES.

SUBTOTAL BID EVALUATION PRICE. THE BIDDER WILL COMBINE THE ABOVE UNIT PRICES IN ACCORDANCE WITH THE FOLLOWING FORMULA (SEE SECTION 00100) FOR THE PURPOSES OF EVALUATING THE LOW BID:

Total Bid Evaluation Price = [(Line item 2001AA x 0.000023) + (line item 2001AB x 0.0114) + (the sum of line items 2002AA thru 2002AM) + (line item 2003AA x 0.000046) + (line item 2003AB x 0.000046) + line item 2003AC x 0.0027) + (line item 2004 x 0.000023)]

Section 00100 - Bidding Schedule/Instructions to Bidders

52.0214-4581 INQUIRIES (NOV 2002)

Prospective bidders should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

(1) For information related to ordering solicitation packages, amendments, the time and dates of bid openings, and for copies of the solicitation mailing list, please check our website at the following URL: <http://ebs.spk.usace.army.mil> If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: **James Garror**
Telephone: **(916) 557-5229**
FAX: (916) 557-7854

For bid results go to the Sacramento District, Contracting Division website <http://ebs.spk.usace.army.mil>. If this site has no bid information, call the Contract Specialist above.

(3) All technical questions on the specifications or drawings must be submitted in writing using one of the following:

MAILING ADDRESS:

Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (Attn: James Garror)
1325 J Street
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: **James Garror**

E-MAIL: **James.E.Garror@usace.army.mil** AND **Ronald.A.Schunk@usace.army.mil**.

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS (APR 2002)

Envelopes containing bids must be sealed, marked and addressed as follows:

MARK ENVELOPES:

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

~~52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)~~

~~(a) Definitions. As used in this clause--~~

~~Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--~~

~~(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and~~

~~(i) No material change in disadvantaged ownership and control has occurred since its certification;~~

~~(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and~~

~~(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).~~

~~(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or~~

~~(3) Is a joint venture as defined in 13 CFR 124.1002(f).~~

~~Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.~~

~~Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).~~

~~United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.~~

~~(e) Evaluation adjustment.~~

~~(1) The Contracting Officer will evaluate offers by adding a factor of [Contracting Officer insert the percentage] percent to the price of all offers, except--~~

~~(i) Offers from small disadvantaged business concerns that have not waived the adjustment;~~

~~(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));~~

~~(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;~~

~~(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and~~

~~(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).~~

~~(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.~~

~~(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.~~

~~____ Offeror elects to waive the adjustment.~~

~~(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--~~

~~(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;~~

~~(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;~~

~~(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or~~

~~(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.~~

~~(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.~~

~~(End of clause)~~

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

~~52.216-20 DEFINITE QUANTITY. (OCT 1995)~~

~~(a) This is a definite quantity, indefinite delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.~~

~~(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.~~

~~(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.~~

~~(d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the performance period on any task order issued by the government within the contract's performance period.~~

~~(End of clause)~~

~~SPK 17-4001 OPTION TO EXTEND LIMITATION NOTICE (MAR 2002)~~

~~This contract contains two options clauses: (1) Option to Extend Services, FAR 52.217-8, and (2) Option to Extend the Term of the Contract, FAR 52.217-9, of which either or both may be exercised by the unilateral right of the Government. Notwithstanding the above, the clause entitled "Option to Extend the Term of the Contract," will not be exercised after any exercise of the Option to Extend Services Clause.~~

~~(END OF CLAUSE)~~

~~52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)~~

~~The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60.~~

~~(End of clause)~~

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, access to the Government WEB page containing contract drawings and specifications.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the attachment.

(End of clause)

ENCL 1 TO AMEND NO. 0001

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

~~252.247-7023 — TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)~~

~~(a) Definitions. As used in this clause —~~

~~(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.~~

~~(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.~~

~~(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.~~

~~(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.~~

~~(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.~~

~~(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.~~

~~(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.~~

~~(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.~~

~~(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.~~

~~(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.~~

~~(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--~~

~~(i) This contract is a construction contract; or~~

~~(ii) The supplies being transported are--~~

~~(A) Noncommercial items; or~~

~~(B) Commercial items that--~~

~~(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);~~

~~(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or~~

~~(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.~~

~~(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--~~

~~(1) U.S.-flag vessels are not available for timely shipment;~~

~~(2) The freight charges are inordinately excessive or unreasonable; or~~

~~(3) Freight charges are higher than charges to private persons for transportation of like goods.~~

~~(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--~~

~~(1) Type, weight, and cube of cargo;~~

~~(2) Required shipping date;~~

~~(3) Special handling and discharge requirements;~~

~~(4) Loading and discharge points;~~

~~(5) Name of shipper and consignee;~~

~~(6) Prime contract number; and~~

~~(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.~~

~~(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:~~

~~(1) Prime contract number;~~

~~(2) Name of vessel;~~

~~(3) Vessel flag of registry;~~

~~(4) Date of loading;~~

~~(5) Port of loading;~~

~~(6) Port of final discharge;~~

~~(7) Description of commodity;~~

~~(8) Gross weight in pounds and cubic feet if available;~~

~~(9) Total ocean freight in U.S. dollars; and~~

~~(10) Name of the steamship company.~~

~~(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--~~

~~(1) No ocean transportation was used in the performance of this contract;~~

~~(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;~~

~~(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or~~

~~(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:~~

ITEM	CONTRACT	QUANTITY
DESCRIPTION	LINE ITEMS	

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1994)

The Contractor shall be required to (a) commence work under this contract within (5) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than negotiated performance period after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract within the contractor's performance period.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268;

25 U.S.C. 450 (c)); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. Historically black colleges and universities, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small

disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

Section 00800 - Special Contract Requirements

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-
EFARS

(a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

(b) Allowable cost for CONSTRUCTION and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, CONSTRUCTION Equipment Ownership and Operating Expense Schedule, Region VII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

NOTE 1: EP 1110-1-8 is available on the Internet at the following location:
<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>.

NOTE 2: Standard Form 1411 is no longer a current form. The Contracting Officer may require submission of cost or pricing data in the format indicated in Table 15-2 of FAR 15.408, specify an alternative format, or permit submission in the contractor's format. Information other than cost or pricing data may be submitted in the contractor's own format unless the use of a specific format is prescribed elsewhere in this contract.

~~52.232-5001 CONTINUING CONTRACTS (MAR 1995)~~

~~(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the~~

~~Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.~~

~~(b) The sum of \$800,000 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.~~

~~(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.~~

~~(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.~~

~~(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.~~

~~(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.~~

~~(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.~~

~~(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.~~

~~(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.~~

~~(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right,~~

~~after notice to the contractor, to reduce said reservation by the amount of such excess.~~

52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)

Should this contract be terminated as provided in clause EFARS 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment or groups of similar serial or series equipment need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

52.204-4003 SECURITY REQUIREMENTS FOR UNCLASSIFIED CONTRACTS (MAR 2003)

a. All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position.

b. The contractor shall have each applicable employee complete a SF-85P and submit to the Sacramento District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Sacramento District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Sacramento District Division Security Office will process the investigation in coordination with the Contractor and contract employees.

Work within the general scope of the contract and the task order but not pre-priced may be negotiated with the Contractor and included in the task order, which will then be issued on a bilateral basis. When it is anticipated that the need for the line item will be recurring, the contract may be modified to include that unit priced line item.

52.0211-4587 NOTICE TO PROCEED

Proof of insurance must be provided within 10 calendar days of contract award. Performance and payment bonds must be provided within 10 calendar days of the contractor's receipt of the task order. A Notice to Proceed for each Task Order will not be issued until the Government is in receipt of proof of insurance and acceptable performance and payment bonds.

52.0211-4588 BONDING REQUIREMENTS

Performance and payment bonds will be provided on a task-order basis, except that if a task order is not issued concurrently with the contract award or the exercise of an option period, the Contractor will be required to provide a performance and a payment bond each in the amount of 100% of the minimum guaranteed amount (\$80,000 for the base period or \$40,000 for any subsequent option period). When the next subsequent task order is issued, the contractor will be required to either increase the penal amounts of the existing bonds or obtain additional or new bonds such that the penal amounts of the performance and payment bonds each equal 100% of the task order price. Full bonding is required for the minimum guaranteed amount and for each task order, even those not exceeding \$100,000.

52.0211-4589 OPTION YEAR PRICES - CONSTRUCTION

If an option period is exercised early, the prices associated with the exercised option period will be used for the negotiation and award of all task orders issued on or after the date of the modification that exercised the option period early.

52.0211-4851 SPECIAL CONSTRUCTION PROCEDURES (OCT 1992)

(a) Air Quality Permits: Acquiring the necessary air quality permits can be a complex and lengthy process. The Contractor must be able to secure the necessary permits within the mobilization periods provided in the Performance Schedule. This may require the processing of permit applications by the Air Pollution Control District on an expedited basis which may entail additional cost to the contractor.

(b) Hydraulic cutter head or suction dredge pumps shall be turned off when the drag arm or cutter head is raised or lowered through the water column. The pumps shall be turned on only when the cutter head or drag head is within 3 feet of the channel bottom to avoid disturbance or entrainment of aquatic life. The use of a drag beam is not permitted.

52.0211-4852 PERFORMANCE PERIOD (OCT 1992)

(a) The total duration of this contract shall not exceed a period of ~~one~~ **three** year.

scrap. The Contractor shall dispose of the items as directed by the Contracting Officer. Items designated as scrap (agreed to by the Contracting Officer) shall be retained by the Contractor; its disposition shall be the responsibility of the Contractor. See Specification Section 01505, paragraph entitled "Scrap Material". Items designated as salvageable items (agreed to by the Contracting Officer) shall be turned over to the Government.

52.0211-4582 CONTRACT PERFORMANCE PERIOD (NOV 2000)

The base contract performance period shall be for a period of one calendar year (365 calendar dates) from the date of contract award, unless an option period is exercised early as specified below.

The performance period for each option period shall be one calendar year (365 calendar days, or 366 in a leap year), except that an option period may be exercised early as specified below. If an option is exercised early, the option period shall be considered to have commenced on the effective date of the contract modification which exercised that option.

Otherwise, the commencement date for the option period shall be the calendar day following the expiration of the previous contract performance period.

In no event will the total contract performance period, including options, exceed 3 years.